

June 25, 2021

Honorable Erica Barker
Secretary
Postal Regulatory Commission
901 New York Avenue, NW, Suite 200
Washington, DC 20268-0001

Dear Ms. Barker:

Pursuant to 39 U.S.C. § 407(d)(2), the United States Postal Service (Postal Service) files as Enclosure 1 to this letter a redacted copy of a bilateral agreement entered into between the Postal Service and several foreign postal operators (Agreement).¹ The Postal Service has marked the nonpublic, unredacted version of this Agreement as "Confidential" and "Non-Public" and has filed it under seal because it contains information considered confidential and commercially sensitive by the affected postal operators and the Postal Service.

The Postal Service considers certain portions of the Agreement filed in this matter to be protected by Freedom of Information Act (FOIA) Exemptions 4 and 3 coupled with 39 U.S.C. § 410(c)(2), and therefore not subject to mandatory disclosure under FOIA. Consequently, the Postal Service requests that the redacted portions of the Agreement remain confidential and files as Enclosure 2 to this letter the Application of the United States Postal Service for Non-Public Treatment of Materials. In addition, the Postal Service respectfully requests that the Postal Regulatory Commission coordinate with the Postal Service in the event that this Agreement becomes the subject of a FOIA request, so that we can engage in appropriate consultations with the affected postal operators.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

/s/

Mikhail Raykher
Attorney
Global Business & Service Development

Enclosures

¹ This Agreement does not include a change in rates or classifications; consequently, this Agreement is not being furnished pursuant to the authority of 39 C.F.R. § 3035.105.

**POSTAL DELIVERED DUTIES PAID
(PDDP)
FRAMEWORK AGREEMENT**

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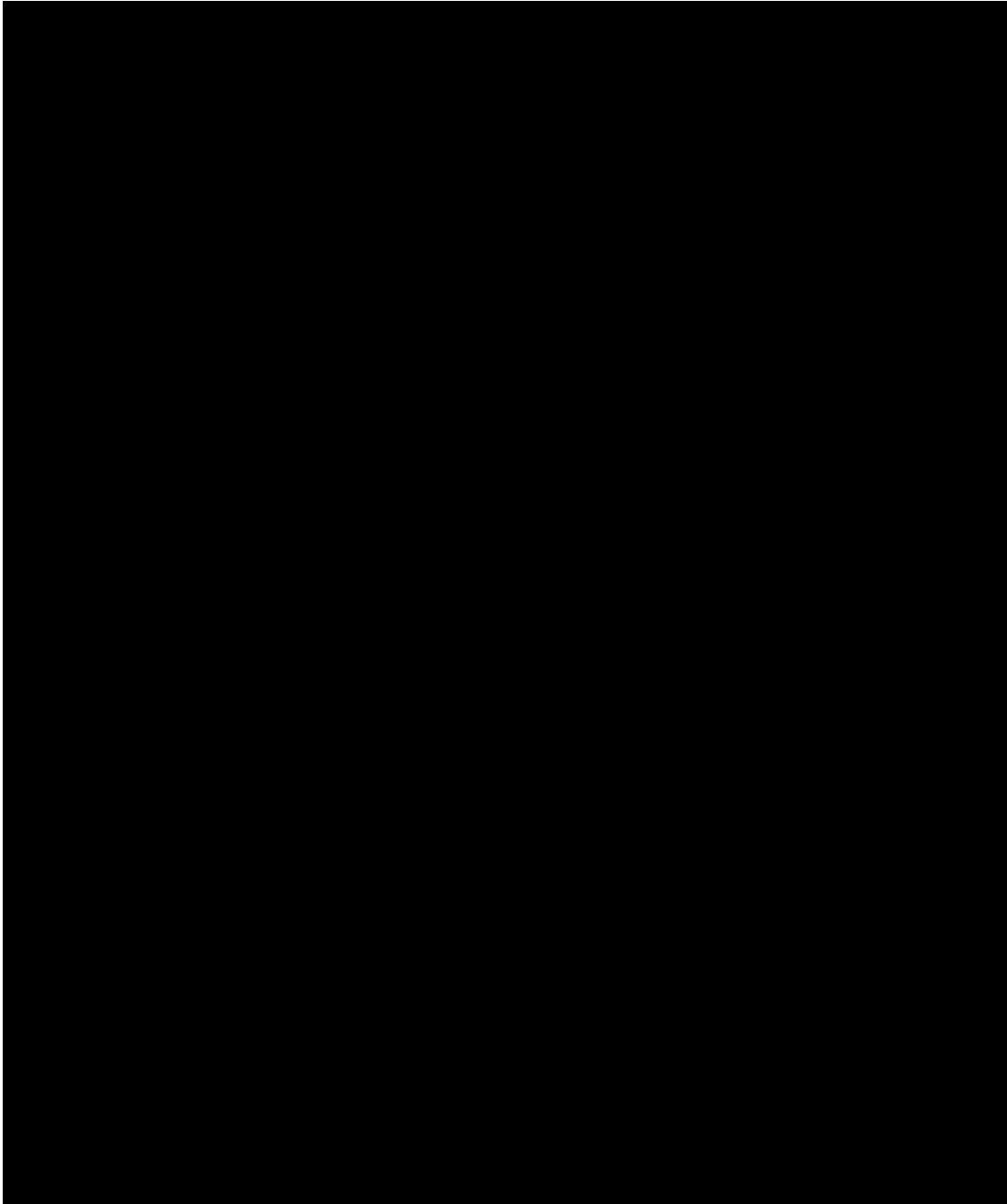
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Postal Delivered Duties Paid (PDDP) Framework Agreement (the “Framework Agreement”),

made this 1st January 2021

**by and among the Parties listed hereafter and those who subsequently accede
(collectively the “Parties” or individually a “Party”)**



PREAMBLE

WHEREAS each Party is the Designated Operator within the meaning of the Universal Postal Convention (the “UPU Convention”) or performs tasks as the Designated Operator within their group (“Designated Operator”), and

WHEREAS [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] and

WHEREAS the International Post Corporation (IPC) is the System Administrator for the PDDP Service, and

WHEREAS [REDACTED]
[REDACTED], and

WHEREAS [REDACTED]
[REDACTED]
[REDACTED], and

WHEREAS [REDACTED]
[REDACTED]
[REDACTED], and

WHEREAS [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], and

WHEREAS [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], and

WHEREAS the [REDACTED]
[REDACTED]
[REDACTED], and

WHEREAS [REDACTED]
[REDACTED]
[REDACTED], and

WHEREAS [REDACTED]
[REDACTED]
[REDACTED] and

WHEREAS [REDACTED]
[REDACTED]
[REDACTED], and

WHEREAS [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] and

NOW, THEREFORE, the Parties hereby agree as follows:

Article 1: Definitions

All terms beginning with a capital letter in this Framework Agreement (including the Annexes) are either defined in Annex 1 to this Framework Agreement or defined in the body of this Framework Agreement and referred to in Annex 1- PDDP Definitions.

Article 2: Scope of the Framework Agreement

The purpose of this Framework Agreement is to allow the Parties to [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

Article 3: Structure of the Framework Agreement

This Framework Agreement consists of the main body of the Framework Agreement and Annexes. This Framework Agreement, together with the Annexes hereto, constitutes the entire Framework Agreement and understanding between the Parties.

Article 4: Items Covered

This Framework Agreement covers [REDACTED]
[REDACTED]
[REDACTED].

Article 5: Accession

Accession to this Framework Agreement is entitled to any Designated Operator within the meaning of the UPU Convention and is granted to Parties committed to respect the PDDP Framework Agreement and its Annexes.

[REDACTED]

[REDACTED]

[REDACTED]

Article 6: Sending Party Obligations

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Article 7: Receiving Party Obligations

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Article 8: Service Features

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The Parties shall comply with the procedures and details for the PDDP Service as set out in Annex 2 - Obligations and Operational Procedures.

Article 9: Contact with Customers

[REDACTED]

[REDACTED]

Article 10: Customs Clearance

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Article 11: Taxes and Duties, and Surcharges

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

The Surcharges are listed Annex 3 – Customs Clearance and Surcharges. [REDACTED]

[REDACTED]

[REDACTED]

Article 12: Remuneration for the Delivery of PDDP Items

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Article 13: Payment Platform and its Charges

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Article 14: Customer Service

[REDACTED]

[REDACTED]

[REDACTED]

Article 15: Limitations of Liability

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Parties can agree to deviate from the provisions of this Framework Agreement by entering into bilateral and/or multilateral agreements that involve fewer than all of the Parties to this Framework Agreement [REDACTED].

A Party that chooses to use Affiliates or Subcontractors to perform its obligations under this Framework Agreement shall remain fully responsible for the performance of those obligations.

This Framework Agreement may not be assigned by any Party without the prior written consent of all the other Parties. Such consent shall not be unreasonably withheld. All the terms and provisions of this Framework Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors.

[illegible]

Please see Annex 8 – PDDP Steering Committee Procedures.

[REDACTED]

Article 22: Entry into Force

This Framework Agreement shall enter into force on (1st January 2021) as between those Parties which have executed it by this date that sign it.

Should a Party sign this Framework Agreement after the date indicated in the above paragraph, it shall enter into force as between this Party and those who have already signed it on the first day of the next calendar quarter (i.e. 1 January, 1 April, 1 July or 1 October) following the day on which this Party deposits the executed Framework Agreement with the International Post Corporation and obtains the Steering Committee's consensus (whichever of these two events occurs the latest) or as otherwise decided by the Steering Committee.

This Framework Agreement is effective for an indefinite period.

Article 23: Termination, Suspension and Expulsion.

23.1 Termination

Following the entry into force of this Framework Agreement, any Party may withdraw from it at any time without cause by depositing a written notice of withdrawal with IPC, which will then inform the other Parties in accordance with the provisions of Article 25. Such withdrawal shall take effect at the beginning of a quarter following a 6-month notice period. For example, a withdrawal received on 6 January 2021, would take effect on 1 October 2021. A withdrawal received on 15 March 2021 would also take effect on 1 October 2021. A withdrawal however on April 1, would take effect on 1 January 2022.

Where a Party faces insolvency or bankruptcy proceedings, it may withdraw from this Framework Agreement by giving notice to IPC. IPC shall in turn inform the other Parties that such notice has been given, in accordance with Article 25. This Framework Agreement shall cease to bind the withdrawing Party three months after the notice of withdrawal has been issued to IPC.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

23.2 Suspension

See Annex 8- Steering Committee Procedures.

23.3 *Expulsion*

See Annex 8- Steering Committee Procedures.

Article 24: Language

The official version of this Framework Agreement, including all supporting documentation and correspondence, is in English. The English language is the controlling language for the purpose of interpreting this Framework Agreement, and all notices and correspondence between the Parties pertaining to this Framework Agreement will be in the English language.

Article 25: Notices

Notices shall be made to IPC in writing to the Chief Operations Officer of IPC. Once the notice is received by IPC, IPC shall inform the other Parties of the notice as soon as practicable but no later than 14 days from date of receipt of the notice. Notices shall be in English. Notices shall be sent by letter or e-mail or other means of transmission or reproduction of written messages. A notice sent by email will only be valid if it meets the following requirements:

- (i) the notice is sent as a PDF attachment to the email;
- (ii) the text in the subject line of the email enables the recipient to clearly identify its contents as a formal notice given under this Framework Agreement; and
- (iii) a confirmatory copy of the notice is sent to the recipient by first class registered post on the same day as the email was sent.

A notice shall be deemed to have been served or received:

- (i) if sent by prepaid recorded delivery or registered post, at the time of delivery; or
- (ii) if sent by email, on the day it is sent, at the time specified in the sent receipt or sent email, unless it is sent on a non-Working Day or later than 5pm (recipient's time), in which case it will be deemed to have been received at 9am (recipient's time) on the next Working Day, and
- (iii) at the time where the acknowledgment of the receipt of the email to IPC is confirmed.

Any notice or other communication required or permitted to be given to a Party in accordance with this Framework Agreement, shall be sent to the Party's nominated contact provided in Annex 5 – Parties' Details by an email or nominated address.

Article 26: Confidentiality

Each Party shall treat as strictly confidential all information received or obtained as a result of entering into this Framework Agreement which is Confidential Information, as defined in Annex 1, and shall only disclose or use such Confidential Information in order to perform its obligations under this Framework Agreement.

The above shall not prevent the disclosure or use of Confidential Information if and to the extent that:

- (i) the disclosure or use is required by law, court order, administrative order, or any governmental or regulatory body which has jurisdiction over the Disclosing Party or any recognized stock exchange on which the shares of any Party are listed;
- (ii) the disclosure or use is required for the purpose of any judicial proceedings arising out of this Framework Agreement or any other agreement entered into under or pursuant to this Framework Agreement, or the disclosure is made to a tax authority in connection with the tax affairs of the Disclosing Party;

- (iii) the disclosure is made to the professional advisers, Subcontractors, Affiliates or Successor of any Party in connection with the performance of its obligations under this Framework Agreement or to third parties that wish to have access to the PDDP Service, subject to the conclusion between the Disclosing Party and such professional advisers, Subcontractors, Affiliates or third parties of a confidentiality agreement whereby the counterpart undertakes to treat Confidential Information as such, subject to the exceptions set out in this clause, as if they were a Party to this Framework Agreement;
- (iv) the Confidential Information is or becomes publicly available (other than by breach of this Framework Agreement);
- (v) the Party or Parties have given prior written approval to the Disclosing Party for the disclosure or use; or
- (vi) the Disclosing Party proves, to the reasonable satisfaction of the other Parties, that the information has been independently developed after the execution of this Framework Agreement.

Prior to disclosure or use of any information pursuant to (i) or (ii), separately or together, the Disclosing Party shall, to the extent not prohibited by applicable law, promptly or as soon as reasonably possible, notify the Party or Parties from which it has received the Confidential Information, to which such Confidential Information pertains or to which such Confidential Information belongs of such proposed disclosure or use with a view to providing such the Party or Parties (as applicable) with the opportunity to contest such disclosure or use or otherwise to agree on the timing and content of such disclosure or use and, in the case of disclosure in any judicial or other proceeding, to request confidential treatment of such Confidential Information.

Any Disclosing Party that regularly has to make such disclosure to a regulatory body may notify the other Party or Parties from which it has received the Confidential Information, to which such Confidential Information pertains or to which such Confidential Information belongs of such proposed repeated disclosure.

The original and all copies of all Confidential Information shall be returned to the Party from which the Confidential Information was received, to which the Confidential Information pertains or to which the Confidential Information belongs, either upon the written request of that Party or unrequested after the withdrawal of the recipient of Confidential Information from this Framework Agreement or termination of this Framework Agreement.

This Framework Agreement shall not be construed as granting or conferring any rights, by licence or otherwise in any Confidential Information disclosed hereunder.

Subject to the provisions of Annex 12 the confidentiality obligations contained in this Article 26 shall continue to bind the Parties (i) after the date that a Party withdraws from this Framework Agreement and (ii) after the date that the Framework Agreement is terminated.

Article 27: Severability

If any of the provisions of this Framework Agreement or its Annexes, for any reason whatsoever, become invalid or unenforceable or unperformable, the legal validity of the remaining provisions of the Framework Agreement and its Annexes shall in no way be affected. The invalid, unenforceable or unperformable provision shall be replaced by a provision which comes as close as possible to achieving the intent of the invalid, unenforceable or unperformable provision.

Article 28: Disclosures and Uses of Personal Data

[REDACTED]

Article 29: Security, Storage of Personal Data and Data Protection

[REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]

Article 30: Amendment

The Framework Agreement may be amended by the Parties at any time. However, the body of the Framework Agreement shall be amended only by a written instrument duly executed on behalf of each of the Parties.

The Steering Committee is empowered to amend the Annexes to the Framework Agreement.

Article 31: Dispute Resolution

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Article 32: Governing Law

[REDACTED]

Article 33: Force Majeure

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

This Framework Agreement constitutes a legally binding commercial and operational agreement on the part of each signatory hereto and does not bind the Parties' respective governments. The Parties acknowledge that this Framework Agreement sets out the terms and conditions of a negotiated contractual arrangement between the Parties and is not an agreement entered into under, or subject to, international law. This Framework Agreement does not involve the creation of a subsidiary or branch of any Party or a joint venture company or partnership funded in any ratio by the Parties. The Parties do not intend that any agency, partnership, or employer-employee relationship be created between any of them by this Framework Agreement. Through this Framework Agreement, the Parties do not create or designate any third-party beneficiaries.

This Framework Agreement may be entered into by counterparts, which taken together constitute one and the same instrument.

The terms and conditions of other portions of this Framework Agreement that, by their context or nature, are intended to survive after performance hereunder, shall survive the termination or

expiration of this Framework Agreement, including, but not necessarily limited to, the provisions of Articles 2, 3, 4, 15, 17, 22, 23, 26, 27, 28, 29, 31, 32, and 34.

Article 37: Additional Warranties

The Parties, through the undersigned, represent and warrant that they have authority to, intend to, and hereby do bind themselves and their respective operating subsidiaries, divisions, and branches to the obligations and commitments set forth in this Framework Agreement.

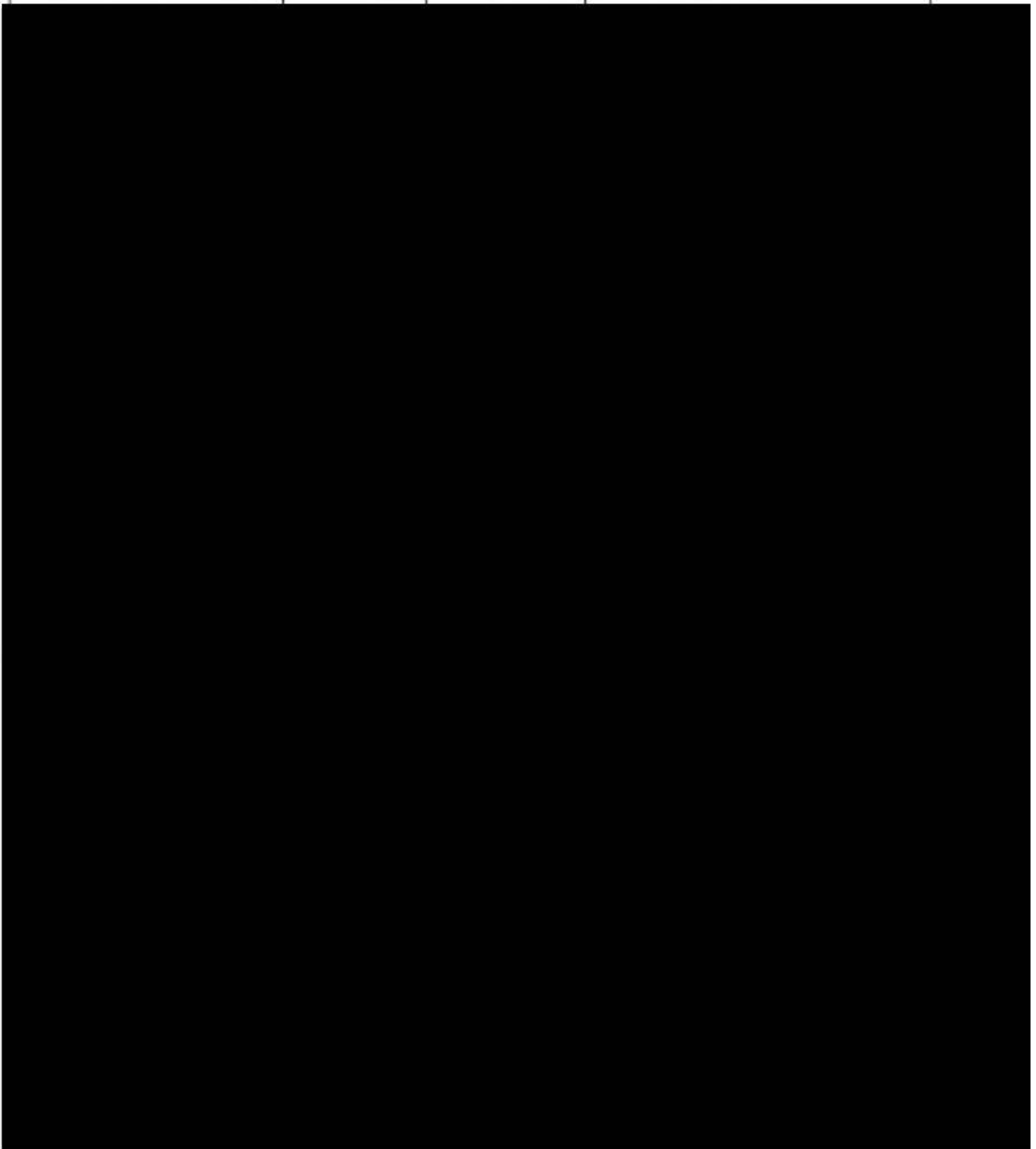
List of Annexes

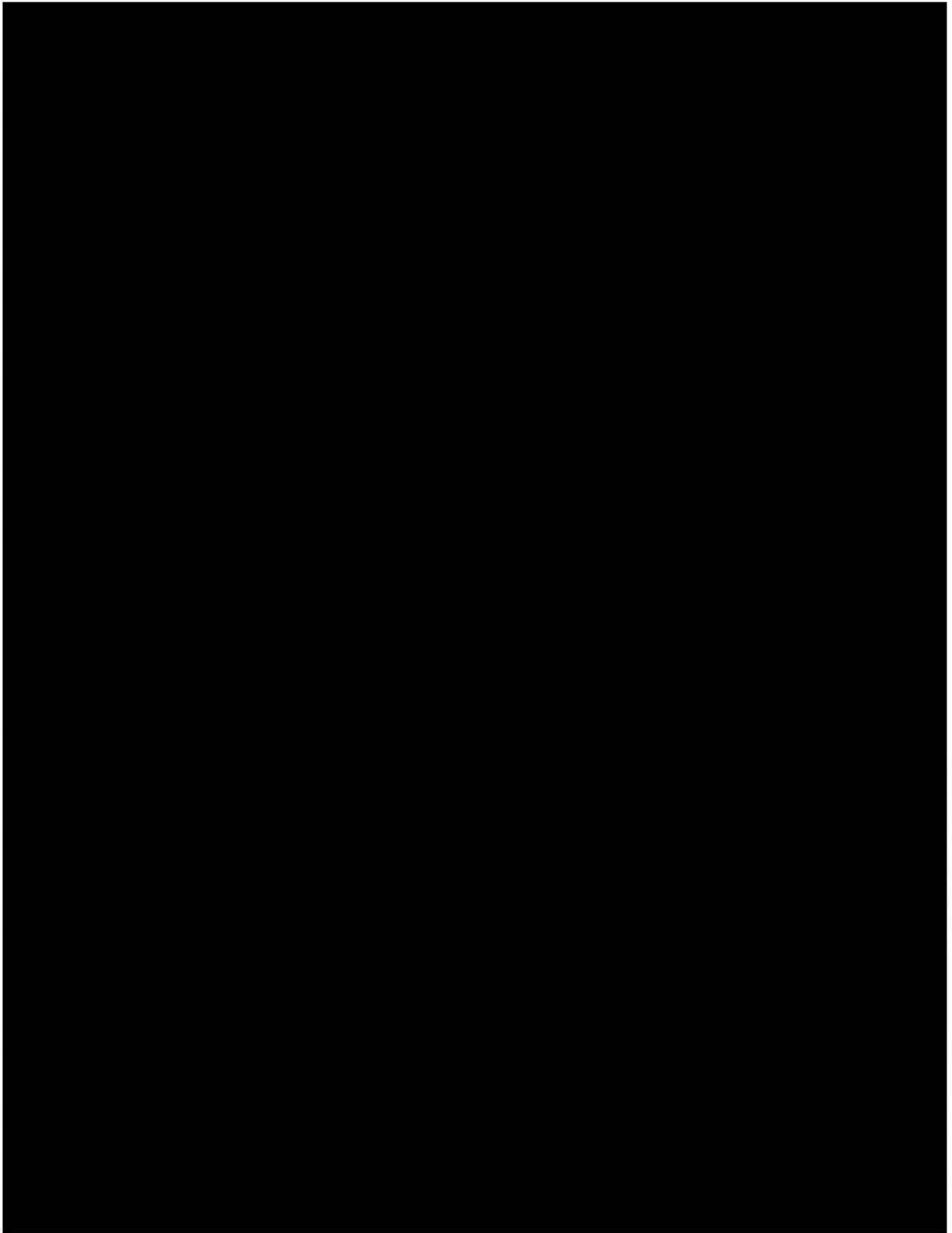
Annex 1:	PDDP Definitions
Annex 2:	Obligations and Operational Procedures
Annex 3:	Customs Clearance and Surcharges
Annex 4:	Principles of PDDP Final Design and PDDP Modules
Annex 5:	Parties' Details
Annex 6:	IPC Service Level Agreement
Annex 7:	PDDP Customer Support
Annex 8:	Steering Committee Procedures
Annex 9	PDDP Financial Flows
Annex 10	Deed of Accession to Postal DDP Framework Agreement
Annex 11	Conditions Precedent
Annex 12	Filing of Framework Agreement with the U.S. Government Entities

Signature Pages

In Witness Whereof, the Parties have caused this Framework Agreement to be duly executed and delivered as of the date first above written.

PARTY	COUNTRY	DATE AND PLACE	NAME, TITLE & SIGNATURE
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ANNEX 1

PDDP Definitions

1 December 2020
v0.5

VERSION HISTORY

Version	Description/changes	Date
Draft v0.1	Baseline document	August 2020
Draft v0.2	Additional items added	28 August 2020
Draft v0.3	Additional items added	2 September 2020
v0.4	Additional items added	21 October 2020
v0.5	Additional item added following document review by PDDP Participating Posts	1 December 2020

1.INTRODUCTION

The purpose of this document is to define all the terms related to PDDP referenced in the PDDP Framework Agreement, PDDP Annexes or other PDDP documents.

2.DEFINITIONS

Affiliates	A company in which a Party owns fifty percent (50%) or more of the share capital and/or in which a Party exercises a controlling interest and /or in which a Party exercises common control. For the sake of clarity, a Party controls or has a controlling interest in a company if the Party has the capacity to determine the outcome of decisions about the company's financial and operating policies.
Annex/es	Documents attached to the Framework Agreement.
██████████ ██████████████████ ██████	██ ██ ██ ██
██████████	██ ██████████
Bankruptcy	Bankruptcy is the legal proceeding involving a person or business that may be unable to repay outstanding debts.
██████████████████ ██████████████	██ ██ ██
Confidential Information	Confidential Information means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation.
Confidentiality	A duty of an individual to refrain from sharing confidential information with others, except with the express consent of the other party.
██████████████████	██ ██ ██
Customs Clearance	The act of complying with the import regulations of an importing country. Generally, governments require some sort of import declaration. Depending on the country and the product, additional supporting documentation such as origin certificates, consulate documentation and product relates health and safety certificates may also be required.
Customs Declarations	A set of documents associated with the Customs Clearance used by the Customs Authority to process the Customs Clearance. ██████████ ██ ██ ██
Customs Duty	Customs Duty is a tax based generally on the value of goods or upon the weight, dimensions, or some other criteria of the item.

[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
Data Processor	A person or organization who/that deals with personal data as instructed by a controller for specific purposes and that offers services to the controller that involve personal data processing.
Data Protection	The process of safeguarding important information from corruption, compromise or loss.
Data Sharing Agreement (DSA)	Agreement which sets the conditions pursuant to which Postal Service Data relating to postal items exchanged by the Parties are processed and exchanged electronically and/or by other means between the Parties for the purpose of Postal Services.
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Designated Operator	A Designated Operator is a national postal operator designated by their government to fulfil the government's obligations under the UPU Convention.
[REDACTED]	[REDACTED] [REDACTED]
Disclosing Party	The Party which discloses Confidential Information in accordance with Article 26 of the main body of the Framework Agreement.
[REDACTED]	[REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]
EDI	Electronic Data Interchange
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
FOREX	Foreign Exchange Market: the world's biggest market where currencies are exchanged daily with the aim to make profit. In the FOREX operate the biggest financial institutions, the banks, the central banks and small investors, called trader retail or privates.
Framework Agreement	Has the meaning attributed to it in Article 2.

[REDACTED] [REDACTED]	[REDACTED] [REDACTED] Duties, Insurance (if applicable) and Surcharges for the PDDP Item.
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
Insolvency	Insolvency can also be defined as bankruptcy.
[REDACTED]	[REDACTED] [REDACTED]
Interconnect	The integrated system that encompasses the collection delivery and transport of Interconnect Items between the Parties.
Interconnect Items	Items exchanged through the Interconnect Network.
International Post Corporation (IPC)	International Post Corporation, the System Administrator for the Postal Delivered Duties Paid service
IPC Members	Designated Operators who are members of IPC.
[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
ITMATT	ITMATT (item attribute) messages are used to communicate attribute information about postal items. An origin postal operator collects postal item data and transmits the data in ITMATT electronic data interchange (EDI) messages to the destination postal operator, to be used for transport security and customs clearance purposes.
[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
Liability	Has the meaning attributed to it in Article 15.
Member	A Post participating in an IPC dedicated network or group, or solution. It has the meaning related to the sentence it refers to.
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
Non-Working Day	A day of no work as defined by each PDDP Participating Post.
Notice of Withdrawal	Has the meaning attributed to it in Article 23.1.
Party/ies	The Party/ies having entered into or acceded to this Framework Agreement.
[REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]
PDDP Participating Post/s	Postal Operator/s participating in the PDDP Service.
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED]
PDF	Portable Document Format, used to present, exchange documents in a reliable way, independently from the software, the hardware or the operating system.
Personal Data	Any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
Postal Delivered Duties Paid (PDDP)	Postal Delivered Duties Paid.
Postal Item	Documents or merchandise sent though the postal channel. PDDP Items are Postal Items.
Power of Attorney	The written form duly completed by a Party designating another Party to represent and act in the name of the first.
Receiving Party	The Party that receives the PDDP Items.
Sending Party	The Party that despatches the PDDP Items.
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
Steering Committee	Has the meaning attributed to it in Article 20 and Annex 8.

Subcontractor	A legal entity, or any of its Affiliates, hired by a Party to carry out part or all of that Party's obligations under this Framework Agreement, and which is not an employee of the Party.
Successor	Has the meaning attributed to it in Article 18.
[REDACTED]	[REDACTED] [REDACTED]
System Administrator	Has the meaning attributed in Article 19.
Taxes and Duties	Has the meaning attributed to it in Article 11.
[REDACTED]	[REDACTED] [REDACTED]
UPU Convention	Universal Postal Union Convention
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
VAT	Value Added Tax
VAT registered	Company or Individual having a VAT number
Withdrawal	Has the meaning attributed to it in Article 23.1.

ANNEX 2

PDDP Obligations and Operational Procedures

1 December 2020
v0.8

VERSION HISTORY

Version	Description/changes	Date
Draft v0.1	Baseline document	15 June 2020
Draft v0.2	Changes to descriptions	23 July 2020
Draft v0.3	Further changes	18 August 2020
Draft v.04	[REDACTED]	30 September 2020
v0.5	[REDACTED]	14 October 2020
v0.6	[REDACTED]	22 October 2020
v0.7	Updates to IPC obligations and Sending Party Obligations	20 November 2020
v0.8	Updates to language	1 December 2020

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1.INTRODUCTION

The purpose of this document is to describe the obligations of the Parties of this Framework Agreement to participate as a Sending and/or Receiving Party. This document also outlines the operational requirements of each Party to this Agreement.

The scope of this document includes:

- Obligations on Parties of this Agreement to be a Receiving Party and or a Sending Party
- Operational requirements of the Party to the Agreement

-
- | Question | Percentage of 'Yes' Responses |
|---|-------------------------------|
| 1. Are you a member of a religious organization? | ~5% |
| 2. Do you believe in God? | ~95% |
| 3. Do you believe in Jesus Christ? | ~95% |
| 4. Do you believe in the Bible? | ~65% |
| 5. Do you believe in the resurrection of the dead? | ~98% |
| 6. Do you believe in the second coming of Christ? | ~98% |
| 7. Do you believe in the judgment of the living and the dead? | ~75% |
| 8. Do you believe in the eternal life of the soul? | ~98% |
| 9. Do you believe in the eternal punishment of the wicked? | ~15% |
| 10. Do you believe in the eternal reward of the righteous? | ~92% |
| 11. Do you believe in the eternal punishment of the wicked? | ~65% |
| 12. Do you believe in the eternal reward of the righteous? | ~98% |
| 13. Do you believe in the eternal punishment of the wicked? | ~95% |
| 14. Do you believe in the eternal reward of the righteous? | ~45% |
| 15. Do you believe in the eternal punishment of the wicked? | ~98% |
| 16. Do you believe in the eternal reward of the righteous? | ~15% |

Sending Party Obligations

[REDACTED]

Initial Obligations

The Sending Party is obligated to:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Ongoing Obligations

On an ongoing basis, the Sending Party is obligated to:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

IPC Obligations

IPC is obligated to:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

ANNEX 3

Customs Clearance and Surcharges

3 December 2020
v0.6

VERSION HISTORY

Version	Description/changes	Date
Version Draft v0.1	Baseline document with majority of current surcharges for circulation with PDDP Posts	02/08/20
Version Draft v0.2	Adding [REDACTED] provisional surcharges	18/08/20
Version Draft v0.3	Updates to surcharges	29/09/2020
Draft v0.4	Updates to surcharges	13 November 2020
v0.5	Improvement to language	1 December 2020
v0.6	Clarification of process of an urgent Surcharge update	3 December 2020

Contents

1 – Surcharges Applicable for PDDP Items [REDACTED]	3
2 – Surcharges Applicable for PDDP Items [REDACTED]	4
3 – Amendments to Surcharges	5

1 – SURCHARGES APPLICABLE FOR PDDP ITEMS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2 – SURCHARGES APPLICABLE FOR PDDP ITEMS

[REDACTED]

[REDACTED]

[REDACTED]

(standard rate regardless origin)

[REDACTED]

[REDACTED]

3 – AMENDMENTS TO SURCHARGES

A Party may wish to make amendments to their applicable Surcharge from time to time. Any Party may amend its Surcharge without the prior approval of IPC of other Parties by notifying IPC of the modification in accordance with Article 25 of the main body of the Framework Agreement.

Surcharges will be updated quarterly. Therefore, an amendment to the amount of a Surcharge will take effect on the first day of the quarter (i.e. 1 January, 1 April, 1 July or 1 October) which follows receipt of notification to IPC. If a Surcharge needs to be updated sooner than the following first day of the quarter, a Party may notify IPC of the urgent need to update the Surcharge setting out the reason and the implementation date. [REDACTED]

[REDACTED]

3. OPERATIONAL PROCEDURES

The Parties to this Agreement must adhere to the operational procedures:

- [REDACTED]

- [REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ANNEX 4

Principles of PDDP Final Design and PDDP Modules

30 November 2020
v0.5

VERSION HISTORY

Version	Description/changes	Date
Draft v0.1	Baseline document	30 July 2020
Draft v0.2	Updates to descriptions	18 August 2020
Draft v0.3	Clarifications made to language following Framework Agreement Working Group review	2 October 2020
v0.4	Inclusion of defined terms to align with Annex 1	21 October 2020
v0.5	Clarification of PSMS	30 November 2020

Contents

Version History	1
1. Introduction	3
2. Principles of PDDP Final Design	4
Summary	4
Principles.....	4
3. PDDP Modules	5
[REDACTED]	7
[REDACTED]	7
[REDACTED]	7
[REDACTED]	7
[REDACTED]	8
[REDACTED]	8

1.INTRODUCTION

The purpose of this document is to outline the principles that underlie

[REDACTED].

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.PRINCIPLES OF PDDP FINAL DESIGN

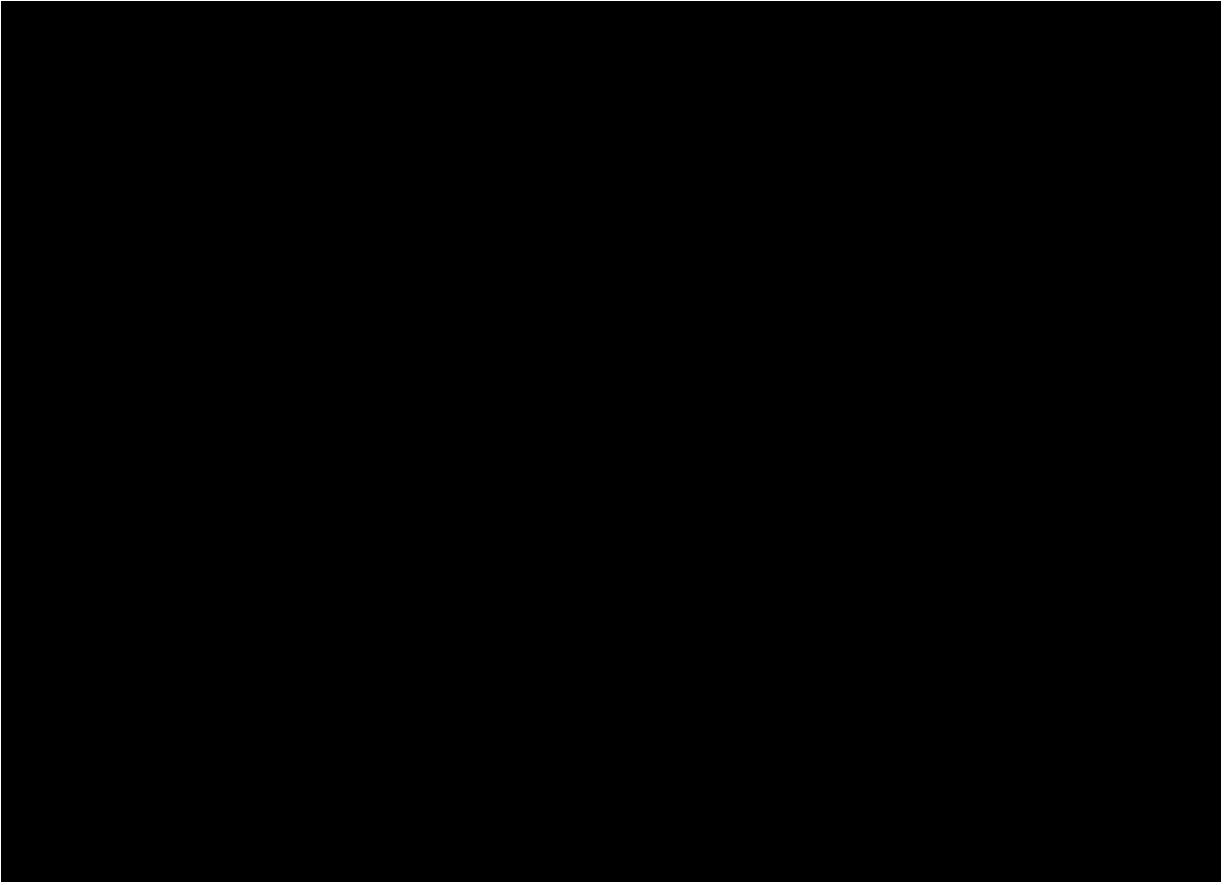
Summary

There is a set of principles which form the design of the PSMS.

Principles

The principles of the PDDP final design are as listed below:

- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]



ANNEX 5

Parties' Details

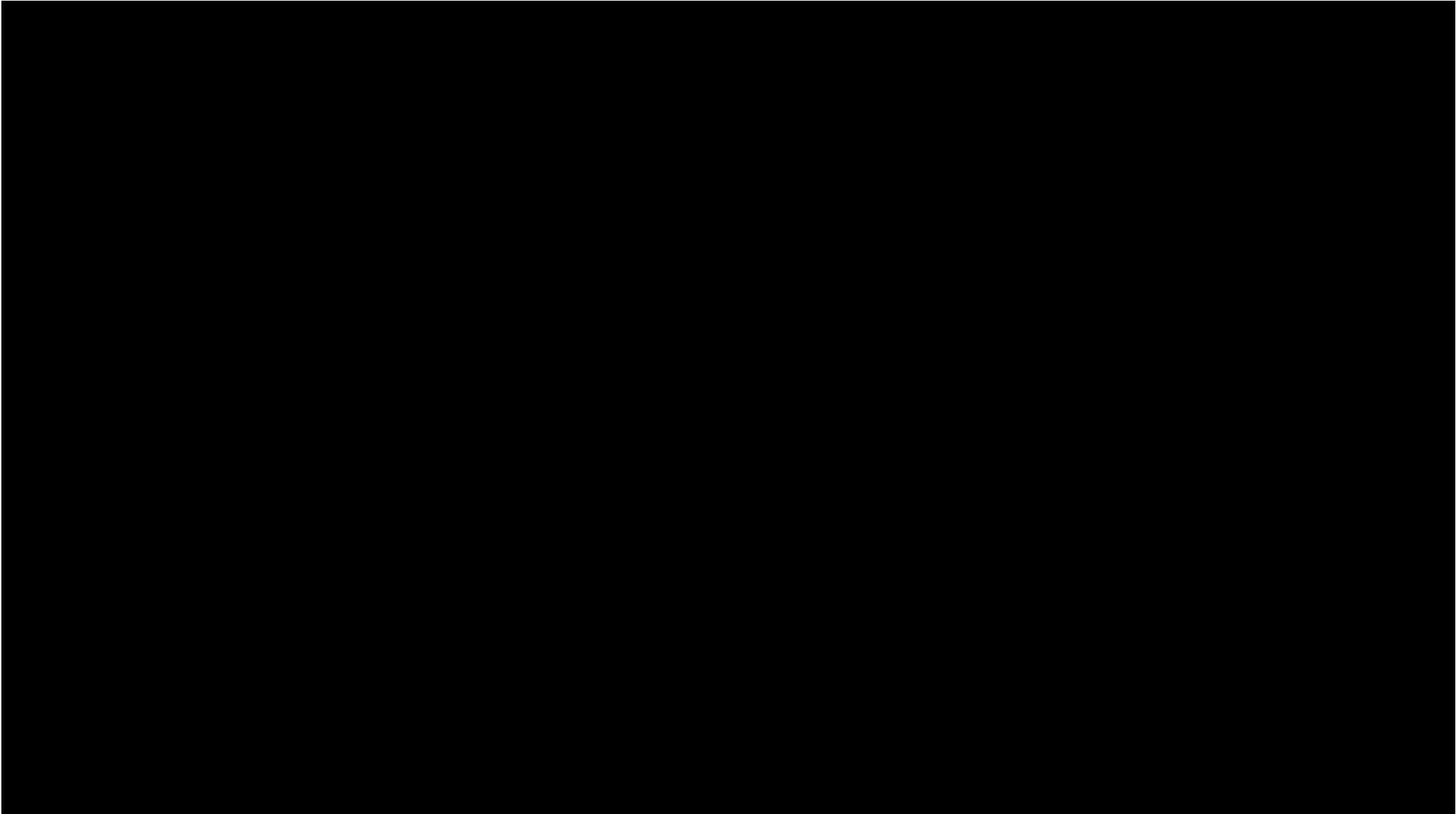
1 December 2020
v0.2

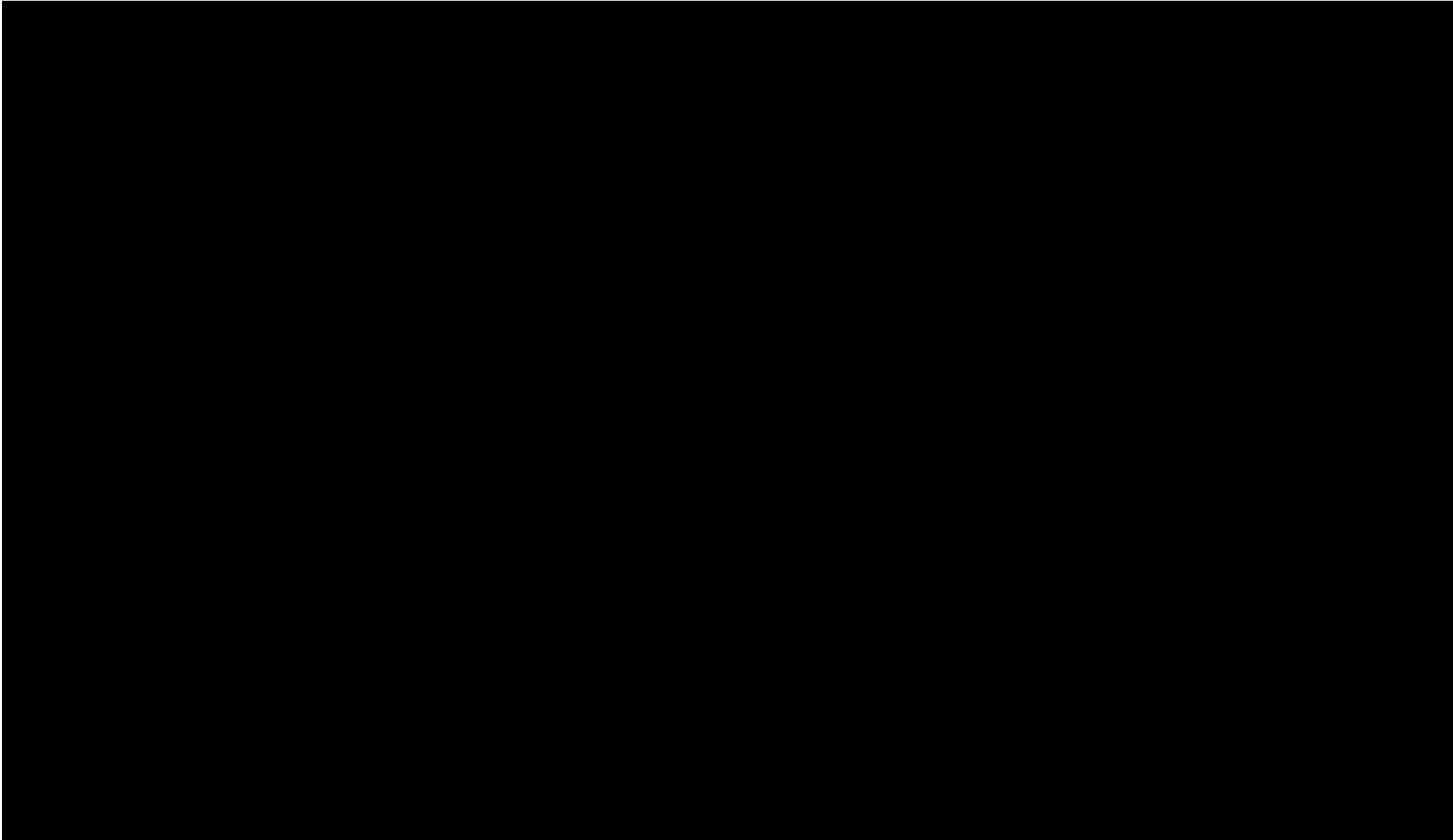
VERSION HISTORY

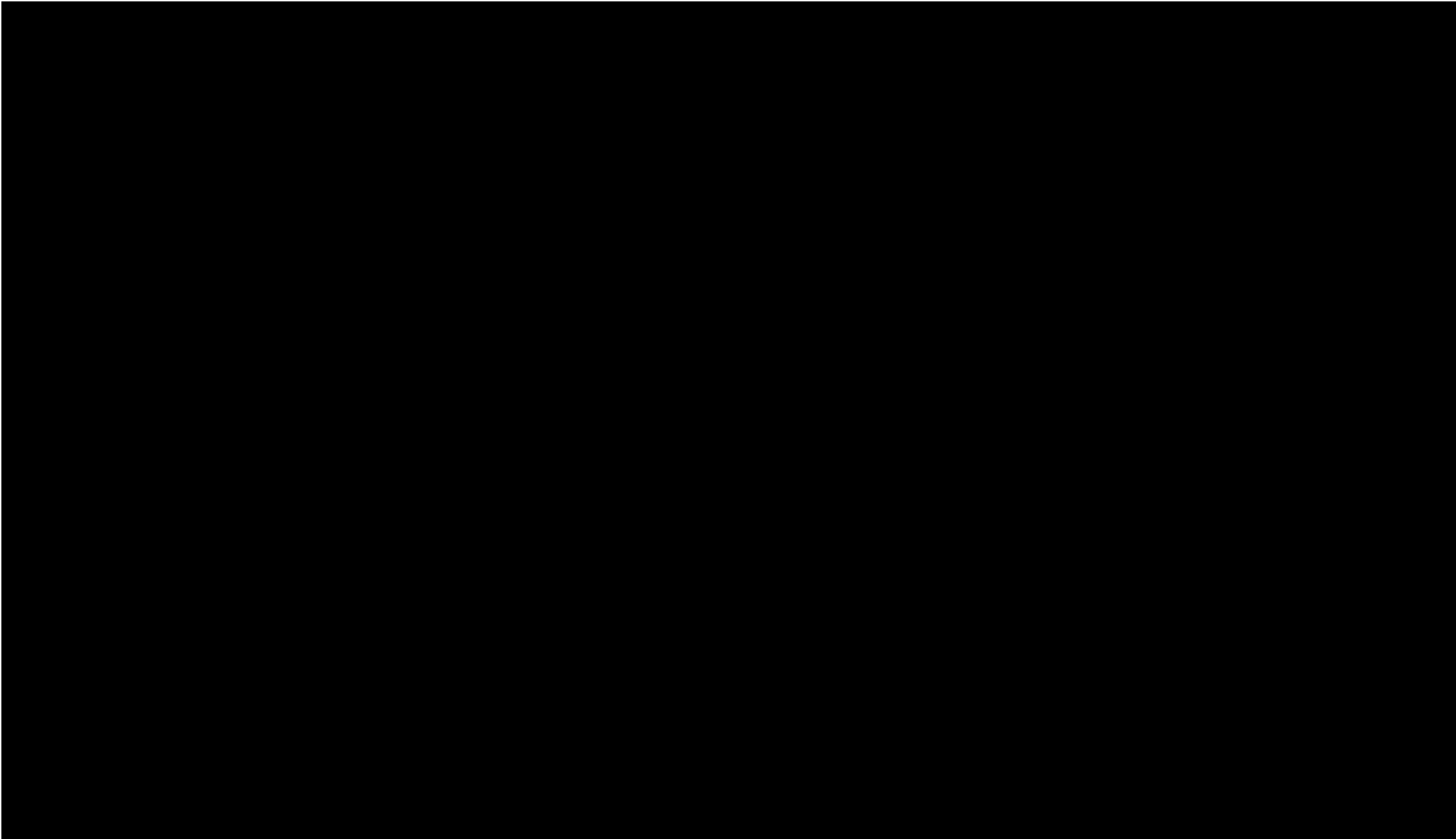
Version	Description/changes	Date
Version Draft v0.1	Baseline document	August 2020
v0.2	addition of PDDP accounting contact column	1 December 2020

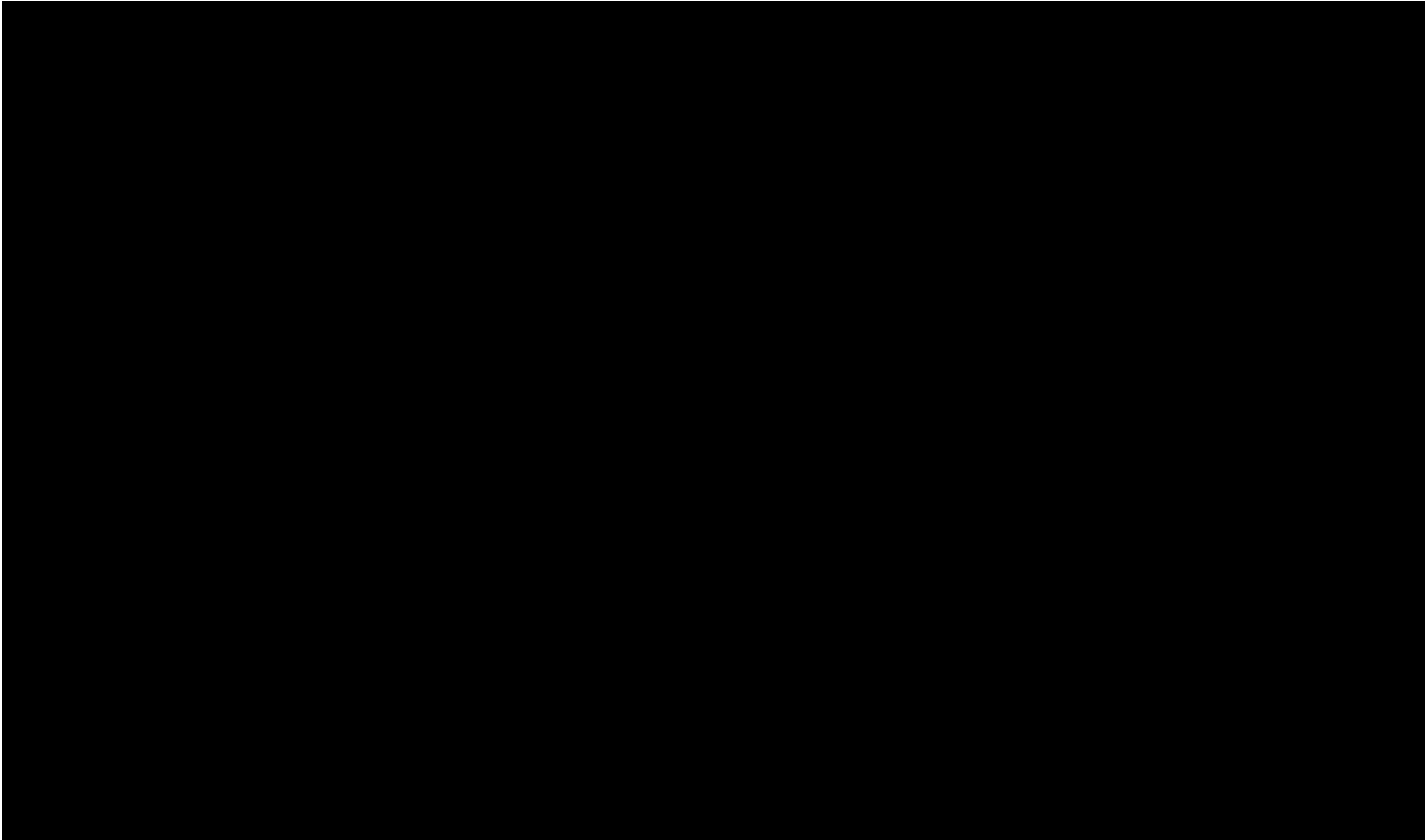
PARTIES' DETAILS

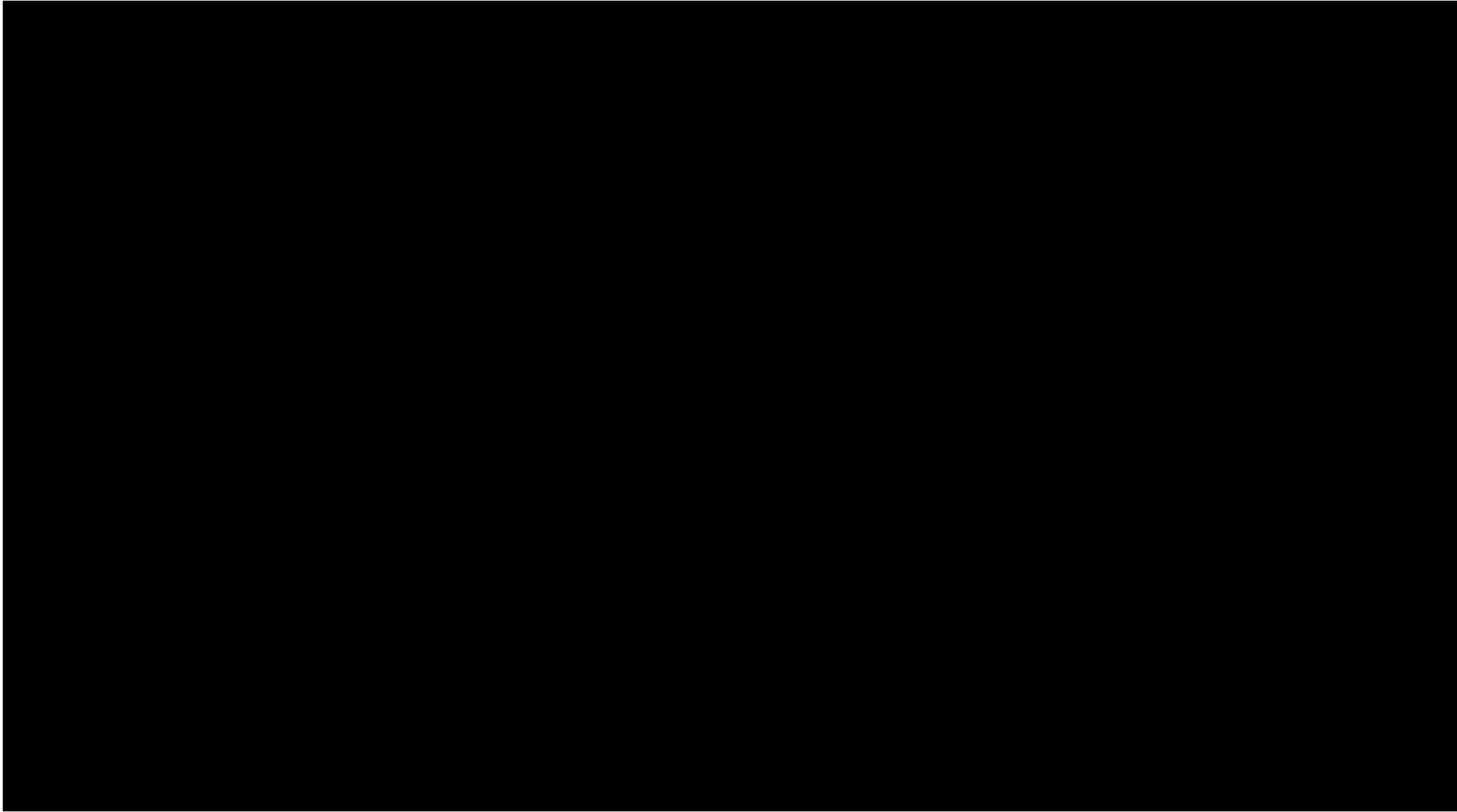
[REDACTED]	
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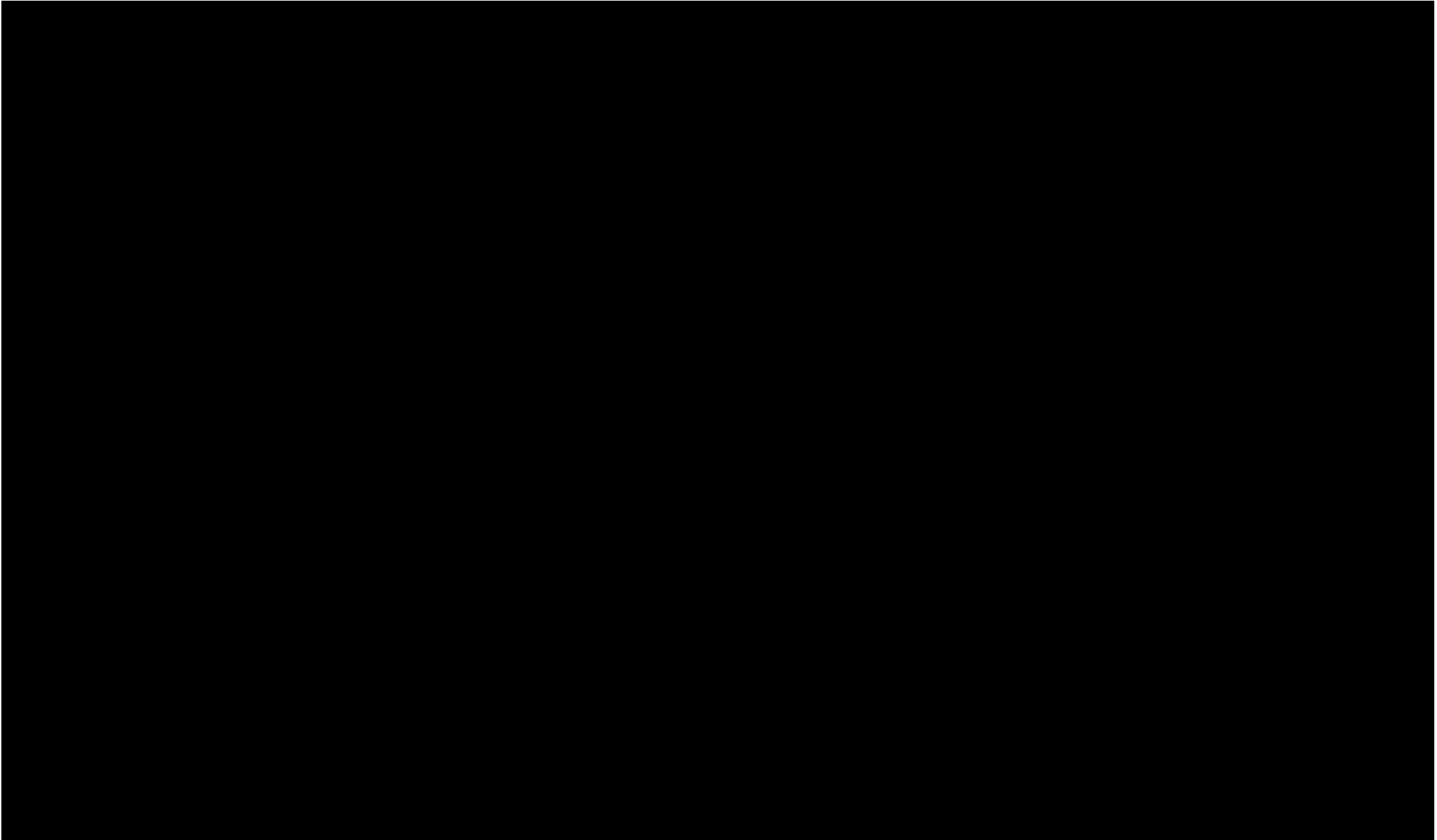












[REDACTED]

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[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

ANNEX 6

PDDP key performance indicators

May 18 2021
Draft v0.1

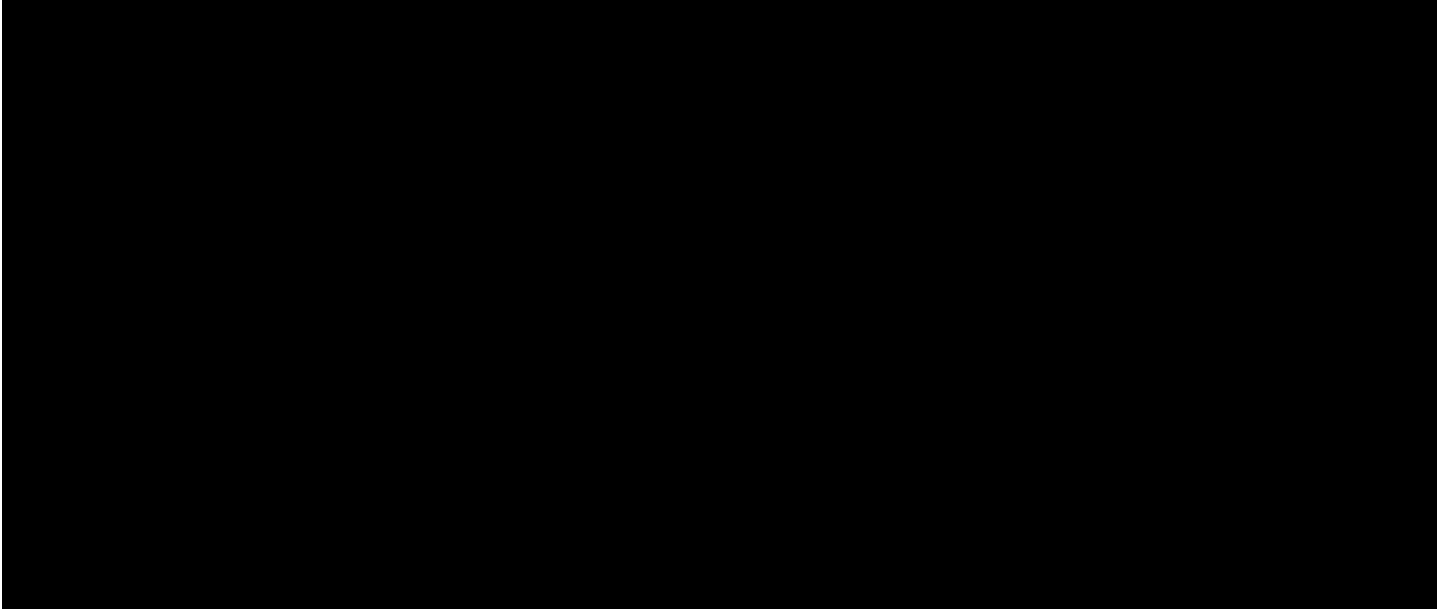
VERSION HISTORY

Version	Description/changes	Date
Draft v0.1	Baseline document	May 2021

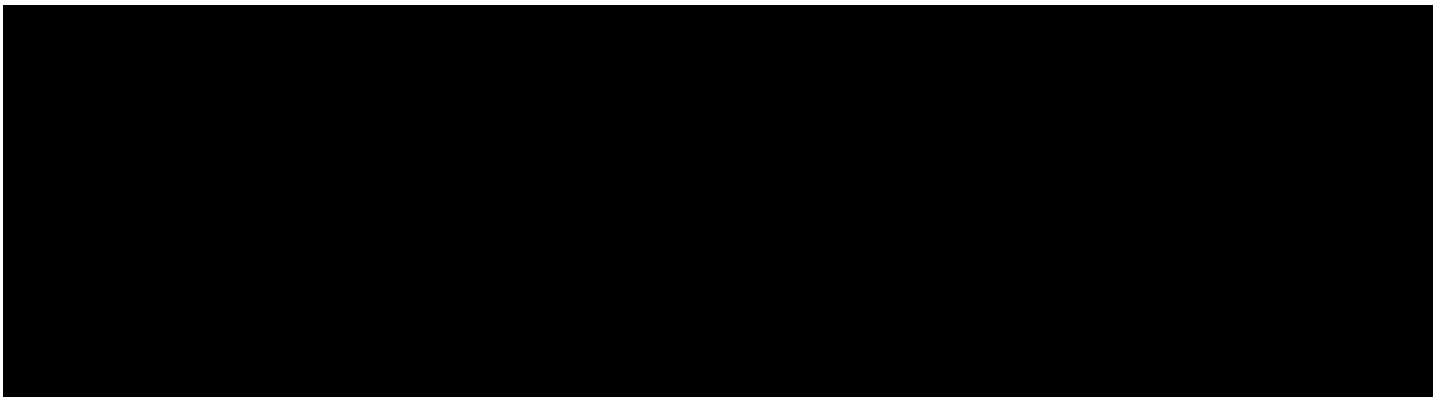
Contents

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1 Technology requirements.....	3
[REDACTED]	3
[REDACTED]	3
[REDACTED]	3
2. System Performance and Scalability	3
[REDACTED]	3
[REDACTED]	3
[REDACTED]	3
[REDACTED]	3
[REDACTED]	3
[REDACTED]	3
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[REDACTED]	4
[REDACTED]	4
[REDACTED]	4
4. User Interaction Requirements	4
[REDACTED]	4
5. Availability Requirements.....	4
[REDACTED]	4
6. System Support Requirements	4
[REDACTED]	4
7. System Monitoring Requirements.....	4
[REDACTED]	4
8. System Integration Requirements.....	5
[REDACTED]	5
[REDACTED]	5
[REDACTED]	5
[REDACTED]	5
[REDACTED]	5
[REDACTED]	5
[REDACTED]	5
[REDACTED]	5
[REDACTED]	5
9 Recoverability & Backup Requirements.....	5
[REDACTED]	5

1 Technology requirements



2. System Performance and Scalability



3. Security

[REDACTED]

4. User Interaction Requirements

[REDACTED]

5. Availability Requirements

[REDACTED]

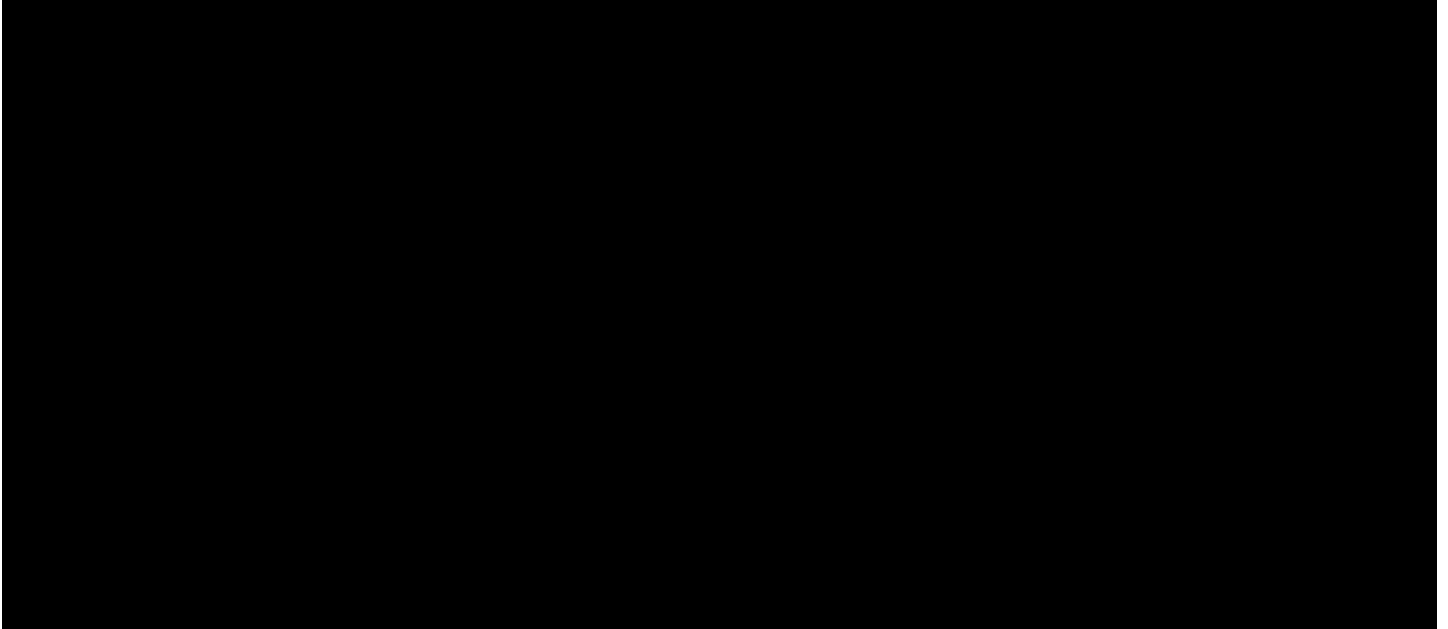
6. System Support Requirements

[REDACTED]

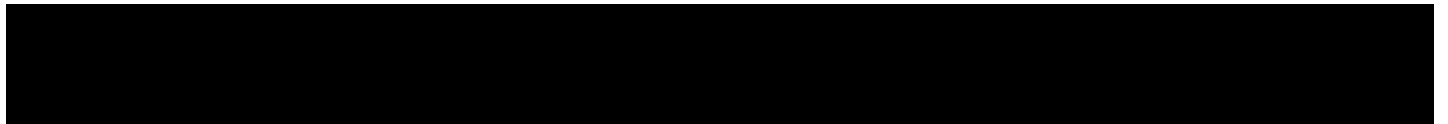
7. System Monitoring Requirements

[REDACTED]

8. System Integration Requirements



9 Recoverability & Backup Requirements



ANNEX 7

PDDP Customer Support

1 December 2020
v04

VERSION HISTORY

Version	Description/changes	Date
Version Draft v0.1	Baseline document	18 August 2020
v0.2	Final details added.	18 August 2020
0.3	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	29 October 2020
v0.4	Improvement to language	1 December 2020

INTRODUCTION

Purpose of the document

The purpose of this document is to describe the IPC's technical support for the Postal DDP Solution covered by PDDP Framework Agreement.

Introduction

PDDP is a service which requires constant monitoring to ensure customers are not facing issues while using the service. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IPC Contacts

In case you encounter technical problems on PDDP, please contact the following e-mail address:
Helpdesk@ipc.be.

IPC Helpdesk working hours are from Monday to Friday from 7am to 5pm CET.

Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.

Email support is only available for Designated Operators.

ANNEX 8

Steering Committee Procedures

1 December 2020
v0.8

VERSION HISTORY

Version	Description / changes	Date
Draft v0.1	Endorsed by Framework Agreement Working Group	July 2020
Draft v0.2	Annex number changed from Annex 10 to Annex 8; updated throughout	1 October 2020
v0.3	[REDACTED] [REDACTED]	8 October 2020
v0.4	Changes to spelling mistake	12 October 2020
v0.5	[REDACTED] [REDACTED]	14 October 2020
v0.6	[REDACTED] [REDACTED] [REDACTED]	17 November 2020
v0.7	Correction of typo under section 8 (of IPG)	26 November 2020
v0.8	Update to title of PDDP Chair, [REDACTED] [REDACTED], process with minutes of meetings, process of bilateral suspension, language improvements	1 December 2020

CONTENTS

[illegible]

1.INTRODUCTION

The purpose of this document is to outline the Postal Delivered Duties Paid Steering Committee procedures including meetings and decisions.

2. STEERING COMMITTEE PROCEDURES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ANNEX 9

PDDP Financial Flows

30 September 2020
v0.1

VERSION HISTORY

Version	Description / changes	Date
v0.1	Documentation of the financial flows	30 September 2020

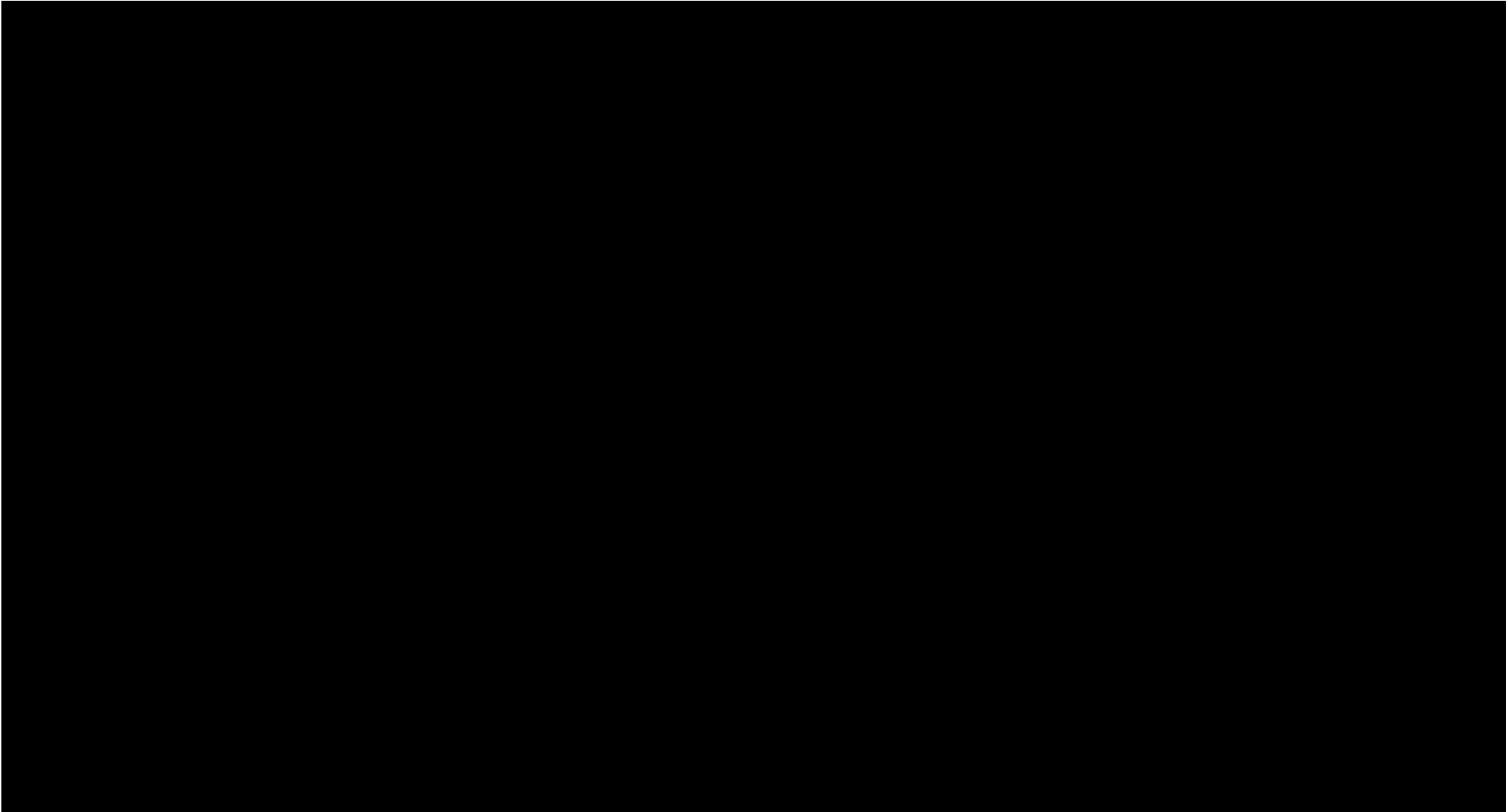
CONTENTS

VERSION HISTORY	1
CONTENTS	2
1. Introduction	3
2. PDDP Financial Flows	1
■ [REDACTED]	■
■ [REDACTED]	■

1.INTRODUCTION

The purpose of this document is to outline the Postal Delivered Duties Paid financial flows.

2.PDDP FINANCIAL FLOWS





ANNEX 10

Deed of Accession to Postal DDP Framework Agreement

1 December 2020
v0.2

DEED OF ACCESSION TO POSTAL DDP FRAMEWORK AGREEMENT

(the "Acceding Party")

has informed the System Administrator of its wish to accede to the Postal DDP Framework Agreement and executed a confidentiality agreement, and the Steering Committee has approved the application to join. In order to accede to the Postal DDP Framework Agreement pursuant to its Article 5, the Acceding Party now executes the present Deed of Accession.

The Acceding Party hereby accedes to the Postal DDP Framework Agreement, as amended, effective from _____ and undertakes to respect and abide by all provisions of the Postal DDP Framework Agreement.

The Postal DDP Framework Agreement, as amended, is attached to the present Deed of Accession and has been initialled by the Acceding Party.

The Acceding Party warrants and represents in respect of itself to the Steering Committee and each of the Parties in the Postal DDP Framework Agreement that:

- (a) the execution and delivery of this Deed has been properly authorized (including in the case of a party who is a body corporate, by all necessary corporate action by it); and
- (b) it has full power (including, in the case of a party who is a body corporate, full corporate power) and lawful authority to execute and deliver this deed and to perform or cause to be performed its obligations under this deed.

The Acceding Party also attaches to this Deed of Accession proof of the undersigned's authority to represent the Acceding Party.

FOR THE ACCEDING PARTY

Represented by (name and position):

PDDP Participating Post:

Date and place:

Signature:

ANNEX 11

Conditions Precedent

20 November 2020
v0.1

ANNEX 12

Filing of Agreement with the U.S. Government Entities

26 November 2020
v0.2

Filing of Agreement with the U.S. Postal Regulatory Commission ("COMMISSION") AND THE U.S. DEPARTMENT OF STATE

The Parties acknowledge that, as part of securing approval of this Framework Agreement and in other subsequent regulatory filings, the Framework Agreement and supporting documentation will be filed by the USPS with the United States Postal Regulatory Commission (Commission) in a docketed proceeding, which filings may be accompanied with a notice to add the Framework Agreement to the Commission's competitive or market dominant or both products lists. The Parties authorize USPS to determine the scope of information that must be made publicly available under the Commission's rules. The Parties further understand that any unredacted portion of this Framework Agreement or supporting documentation may be posted on the Commission's public website, prc.gov. In addition, USPS may be required to file information in connection with this Framework Agreement (including revenue, cost, or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for USPS fiscal year(s) in which the Framework Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR202#, in which ACR202# signifies USPS fiscal year to which the ACR pertains. The Parties have the right, in accordance with the Commission's rules, to address their confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure will be found at Title 39, U.S. Code of Federal Regulations, Part 3011, including Sections 3011.201 and 3011.204. The procedure is also available on the Commission's website at <https://www.prc.gov/sites/default/files/Title39/Introductory%20Statement.pdf>. At any of the Parties' request, USPS will notify that Party of the docket number of the Commission proceeding to establish the rates in this instrument under U.S. law, once that docket number has been assigned. The Parties understand that USPS may also be required to provide copies of this Framework Agreement, and information related to this Framework Agreement, to the U.S. Department of State, U.S. Customs and Border Protection, and other U.S. Government entities.

Enclosure 2

APPLICATION OF THE UNITED STATES POSTAL SERVICE FOR NON-PUBLIC TREATMENT OF MATERIALS

In accordance with 39 C.F.R. Part 3011, the United States Postal Service (Postal Service) hereby applies for non-public treatment of a bilateral agreement between the Postal Service and Foreign Postal Operators (FPOs) (referred to as the “FPOs-USPS Agreement”), filed with the Postal Regulatory Commission (Commission). The Postal Service is transmitting the FPOs-USPS Agreement to the Commission in accordance with 39 U.S.C. § 407(d). The Postal Service is filing an unredacted copy of the FPOs-USPS Agreement under seal, and a redacted copy with its public filing.

The Postal Service hereby furnishes below the justification for this application as required by 39 C.F.R. § 3011.201(b).

(1) The rationale for claiming that the materials are non-public, including the specific statutory provision(s) supporting the claim, and an explanation justifying application of the provision(s) to the materials.

The materials designated as non-public consist of information of a commercial nature, including Postal Service and third-party business information that under good business practice would not be disclosed to the public. Based on its longstanding and deep familiarity with the postal and communications businesses and markets generally, and its knowledge of many firms, including competitors, mailers, and suppliers, the Postal Service does not believe that any commercial enterprise would voluntarily publish portions of the materials designated as non-public. Rather, this information would be exempt from mandatory disclosure pursuant to 39 U.S.C. § 410(c)(2) and 5

U.S.C. § 552(b)(3) and (4).¹ Because the portions of materials that the Postal Service is filing non-publicly in this docket fall within the scope of information not required to be publicly disclosed, the Postal Service asks the Commission to support its determination that these materials are exempt from public disclosure and grant its application for their non-public treatment.

(2) A statement of whether the submitter, any person other than the submitter, or both have a proprietary interest in the information contained within the non-public materials, and the identification(s) specified in paragraphs (b)(2)(i) through (iii) of this section (whichever is applicable). For purposes of this paragraph, identification means the name, phone number, and email address of an individual.²

The Postal Service has a proprietary interest in the information contained within the non-public materials. The Postal Service believes that the only third parties that have a proprietary interest in the materials submitted in this matter are the FPOs that are currently parties to the FPOs-USPS Agreement and those FPOs that may accede to the agreement in the future. Since the identities of these affected FPOs is commercially

¹ In appropriate circumstances, the Commission may determine the appropriate level of confidentiality to be afforded to such information after weighing the nature and extent of the likely commercial injury to the Postal Service against the public interest in maintaining the financial transparency of a government establishment competing in commercial markets. See 39 U.S.C. § 504(g)(3)(A). The Commission has indicated that “likely commercial injury” should be construed broadly to encompass other types of injury, such as harms to privacy, deliberative process, or law enforcement interests. PRC Order No. 194, Second Notice of Proposed Rulemaking to Establish a Procedure for According Appropriate Confidentiality, Docket No. RM2008-1 (Mar. 20, 2009), at 11.

² Section 3011.201(b)(2) further states the following:

(i) If the submitter has a proprietary interest in the information contained within the materials, identification of an individual designated by the submitter to accept actual notice of a motion related to the non-public materials or notice of the pendency of a subpoena or order requiring production of the materials.

(ii) If any person other than the submitter has proprietary interest in the information contained within the materials, identification of each person who is known to have a proprietary interest in the information. If such an identification is sensitive or impracticable, an explanation shall be provided along with the identification of an individual designated by the submitter to provide notice to each affected person.

(iii) If both the submitter and any person other than the submitter have a proprietary interest in the information contained within the non-public materials, identification in accordance with both paragraphs (b)(2)(i) and (ii) of this section shall be provided. The submitter may designate the same individual to fulfill the requirements of paragraphs (b)(2)(i) and (ii) of this section.

sensitive information, the Postal Service proposes that a designated Postal Service employee serve as the point of contact for any notices to the relevant FPO. The Postal Service identifies as an appropriate contact person Robert Raines, Managing Director, Global Business. Mr. Raines' phone number is (202) 268-2978, and his email address is robert.h.rainesjr@usps.gov.

The Postal Service also hereby provides notice that it has already informed the FPOs that are parties to the FPOs-USPS Agreement, in compliance with 39 C.F.R. § 3011.200(b), of the nature and scope of this filing and their right to address their confidentiality concerns directly with the Commission. Through language in the agreement, the Postal Service will also inform other FPOs that may accede to this agreement, in compliance with 39 C.F.R. § 3011.200(b), of the nature and scope of this filing and their right to address their confidentiality concerns directly with the Commission. Additionally, Annex 12 of the FPOs-USPS Agreement provides each party to the agreement with notice of the Postal Service's intent to file the agreement with the Commission and the Postal Service's intent to seek non-public treatment of the information related to the agreement that the Postal Service determines may be withheld from public disclosure. This Annex provides each party to the agreement with information about how to submit any confidentiality concerns directly to the Commission.

Moreover, the Postal Service, in conjunction with the United States Department of State, has requested that the Universal Postal Union (UPU) International Bureau (IB) issue a Circular notice to all countries and designated operators informing each of its rights under 39 C.F.R. § 3011.204. This notification was published by the IB in Circular

No. 216 on December 21, 2020. Specifically, the notice informs all countries and designated operators that the Postal Service will be regularly submitting certain business information to the Commission. UPU-designated FPOs have a proprietary interest in information relating to their particular flows. The circular includes information on how third parties may address any confidentiality concerns with the Commission. In addition, contact information for all UPU Designated Operators is available at the following link, which is incorporated by reference into this Application:

http://pls.upu.int/pls/ap/addr_public.display_addr?p_language=AN.

(3) A description of the information contained within the materials claimed to be non-public in a manner that, without revealing the information at issue, would allow the Commission to thoroughly evaluate the basis for the claim that the information contained within the materials are non-public.

Pursuant to 39 U.S.C. § 407(d), the Postal Service is transmitting the FPOs-USPS Agreement to the Commission. The redactions to the FPOs-USPS Agreement withhold, among other things, business rules for operation and settlement, specific payments, non-disclosure provisions, assignments of liability, customer service, the specific products that the parties have agreed to make the focus of their collaborative development for their respective markets, and the FPOs' identities as well as the information that, due to its context, would reveal the identities of the FPOs. The Postal Service maintains that the redacted portions of the document should remain confidential.

(4) Particular identification of the nature and extent of the harm alleged and the likelihood of each harm alleged to result from disclosure.

If the information the Postal Service determined to be protected from disclosure due to its commercially sensitive nature were to be disclosed publicly, the Postal

Service considers it quite likely that it would suffer commercial harm. This information is commercially sensitive, and the Postal Service does not believe that it would be disclosed under good business practices. In this regard, the Postal Service is not aware of any business with which it competes (or in any other commercial enterprise), either within industries engaged in the carriage and delivery of materials and hard copy messages, or those engaged in communications generally, that would disclose publicly information and data of comparable nature and detail.

If the portions of the FPOs-USPS Agreement that the Postal Service determined to be protected from disclosure due to their commercially sensitive nature were to be disclosed publicly, the Postal Service considers that it is quite likely that it would suffer commercial harm. Other FPOs could use the information to their advantage in negotiating the terms of their own future agreements with the Postal Service.

Competitors could also use the information to assess the offers made by the Postal Service to the FPOs that are counterparties to the FPOs-USPS Agreement for any possible comparative vulnerabilities and focus sales and marketing efforts on those areas, to the detriment of the Postal Service. If the areas in which the FPOs that are parties to the FPOs-USPS Agreement and the Postal Service intend to collaboratively develop new products and services were to be disclosed publicly, their competitors could use this information to preemptively enter the market in those areas. The Postal Service considers these to be highly probable outcomes that would result from public disclosure of the redacted material.

(5) At least one specific hypothetical, illustrative example of each alleged harm.

The following restates the harms discussed above and presents at least one hypothetical situation illustrating the consequences of disclosure.

Harm: Public disclosure of identifying information concerning an FPO would give competitors a marketing advantage.

Hypothetical: A competitor is able to identify one or more FPOs that are parties to the FPOs-USPS Agreement from information provided on the PRC's website. The competitor uses this information to contact an FPO directly and attempt to undersell other operators and obtain new business. The competitor could also use information included in the agreement to "qualify" potential customers that are FPOs, choosing to focus marketing efforts only on those FPOs that have pricing structures that are attractive to the competitor, based on its business operations.

Harm: Public disclosure of identifying information concerning counterparty FPOs to the FPOs-USPS Agreement would give competitors an advantage in the marketplace.

Hypothetical: An FPO is able to identify the counterparty FPOs to the FPOs-USPS Agreement from information provided on the PRC's website. The FPO uses this information to determine specify operational procedures in the marketplace and mimics them for its own benefit and to the financial detriment of the Postal Service and the counterparty FPOs to the FPOs-USPS Agreement.

Harm: Foreign postal operators could use the redacted terms in the FPOs-USPS Agreement to undermine the Postal Service's position in future negotiations.

Hypothetical: The redacted terms in the FPOs-USPS Agreement are disclosed to the public. Foreign postal operators obtain the information and use it to their advantage in

negotiating future bilateral or multilateral agreements with the Postal Service in an effort to negotiate more favorable terms for themselves.

Harm: Foreign postal operators could use the redacted terms in the FPOs-USPS Agreement to undermine the counterparty foreign postal operator's position in future negotiations.

Hypothetical: The redacted terms in the FPOs-USPS Agreement are disclosed to the public. Foreign postal operators obtain the information and use it to their advantage in negotiating future bilateral or multilateral agreements with the FPOs in an effort to negotiate more favorable terms for themselves.

(6) The extent of protection from public disclosure deemed to be necessary.

The Postal Service maintains that the portions of the materials filed non-publicly should be withheld from persons involved in competitive decision-making in the relevant markets for competitive delivery products (including both private sector integrators and FPOs), as well as their consultants and attorneys. Additionally, the Postal Service believes that FPOs, as well as actual or potential customers of a postal operator for these or similar products should not be provided access to the non-public materials.

(7) The length of time for which nonpublic treatment is alleged to be necessary with justification thereof.

The Commission's regulations provide that non-public materials shall lose non-public status ten years after the date of filing with the Commission, unless otherwise provided by the Commission. 39 C.F.R. § 3011.401(a). However, because the Postal Service's relationships with customers and FPOs continue well beyond ten years, the Postal Service intends to oppose requests for disclosure of these materials pursuant to 39 C.F.R. § 3011.401(b-c).

(8) Any other factors or reasons relevant to support the application.

None.

Conclusion

For the reasons discussed in this application, the Postal Service respectfully requests that the Commission grant its application for non-public treatment of the identified materials.